



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Sage Computer Resources, Inc.

File: B-238074

Date: February 9, 1990

Theodore M. Bailey, Esq., Bailey & Shaw, P.C., for the protester.

James F. Trickett, Department of Health & Human Services, for the agency.

Anne B. Perry, Esq., and John F. Mitchell, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

General Accounting Office denies protest concerning the propriety of award to a firm under a name which includes a phrase in addition to its corporate name where the identical issue was resolved in a recent decision on a protest by the same protester and involving the same relevant set of factual circumstances.

DECISION

Sage Computer Resources, Inc., protests the award of a contract to "CMC, Inc. aka Computer Maintenance Centers, Inc.," under invitation for bids (IFB) No. 242-90-0003JJZ issued by the Department of Health & Human Services for computer maintenance services. Sage contends that CMC's bid should have been rejected since "CMC, Inc., aka Computer Maintenance Centers, Inc.," does not exist as a legal entity since the only name CMC has the legal authority to use is Computer Maintenance Center.

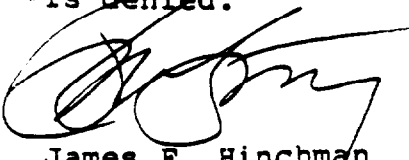
We deny the protest.

The issue raised in this protest is identical that to resolved in Sage Computer Resources, Inc., B-237387, B-237388, Jan. 24, 1990, 90-1 CPD ¶ ___, which involved the ability of the Department of the Army to validly issue purchase orders to "CMC, Inc. aka Computer Maintenance Centers, Inc.," when no such legal entity existed. The protester here relies upon the same arguments considered in

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the previous decision in which we held that since CMC, Inc., is a legal entity, incorporated in the state of New Mexico, and that at the time quotes were submitted there was no separate entity doing business in New Mexico under the name of Computer Maintenance Centers, Inc., the use of both names was, at most, legally irrelevant, and did not prevent the identification of the contracting entity as CMI, Inc., nor interfere with the formation of binding contracts with that firm.^{1/} Accordingly, we denied Sage's protest.

Since the issue raised by Sage in this protest is identical to the issue resolved in our decision of January 24, it also is denied.



James F. Hinchman
General Counsel



^{1/} The record demonstrated that CMC, Inc., purchased the trade name "Computer Maintenance Center" and apparently, therefore, was authorized to use that name.